

**LEASE BETWEEN LANCASTER COUNTY
ADULT PROBATION SERVICES
AND THE CITY OF LINCOLN**

This Lease Agreement is entered into on this 1st day of July, 2016, by and between Lancaster County (County) and the City of Lincoln by and through its Public Works Department (City), both public agencies in Nebraska.

RECITALS

I.

In order to establish and maintain suitable office space for Lancaster County Adult Probation (Adult Probation) in which to operate to satisfy the County's statutory obligations to the State of Nebraska under Neb. Rev. Stat. § 29-2259, County would like to enter into a long-term lease agreement with the City of Lincoln for space at the Municipal Service Center (hereinafter "MSC") located at 901 West Bond Street, Lincoln.

II.

The City of Lincoln is agreeable to leasing space on the MSC second floor mezzanine level to County for the purposes of providing office space for Adult Probation's training, education, and testing of clients as well as any other business functions necessary to carry out Adult Probation agency duties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, County and the City of Lincoln agree as follows:

A. **Demise.** The City does hereby lease to County a portion of the property legally described as Union Pacific Addition, Block 4, Lots 4-10 and Block 7, Lot 9, Lincoln, Lancaster County, Nebraska, together with the structure located thereon, the Municipal Service Center (MSC) with the address of 901 W. Bond Street.

B. **Term.** The term of this Lease shall commence on July 1, 2016 and shall expire on June 30, 2018. This lease shall be reviewed sufficiently prior to end of the term to allow for changes in the budget for the upcoming fiscal year. Lease rate review shall be based upon a fair market analysis of the square foot cost.

C. **Use of Premises.** County shall use the premises demised hereunder for the purpose of providing office, training, testing, and storage space to Adult Probation.

D. **Space Security.** Security shall be standard industrial type key and lock assembly and the exterior of the building will be monitored by video recording equipment operated and maintained by the Lincoln Department of Public Works. Any additional electronic security devices or monitoring systems will be the responsibility of County.

E. **Lease Rate and Payment.** Commencing July 1, 2016, County will pay to the City the amount of seventy thousand dollars per year (\$70,000.00) which is a rate of ten dollars (\$10.00) per square foot for the approximately seven thousand (7,000) square feet which County will have available to it in the MSC. Included in this cost is structural maintenance as outlined below, all utilities, including: water, natural gas, electricity, trash disposal, and security monitoring. Rent payments shall be made annually.

F. **Exterior Maintenance and Parking.** General site and structure maintenance will be responsibilities of the MSC staff and are covered under the general lease rate, including snow removal, restroom fixture maintenance, heating, air conditioning, and ventilation, fire sprinkler and alarm systems, lighting fixtures, elevator and doors and hardware under normal wear conditions. Sufficient parking shall be provided to carry out Adult Probation agency duties. Damaged items deemed to not be normal wear or vandalism will be handled on a case by case basis to apportion financial responsibility.

G. **Remodeling and Renovation Projects.** The space renovations are the responsibility of County and those costs shall not be shared by the City nor the MSC. All renovations and/or improvements to the space shall be approved in advance by the Building Superintendent and shall be compliant with all State and local building codes and authority.

H. **Office Equipment.** Specialized office equipment that is owned by County shall be maintained and repaired by the equipment user and all associated costs shall be their responsibility.

I. **Cleaning.** County shall be responsible for cleaning its leased space. All common areas shall be cleaned by the City's contracted cleaners.

J. **Termination.** Notwithstanding the term of the Agreement specified in Paragraph B above, this Agreement can be terminated by either party with six (6) months prior written notice to the other Party.

K. **Successors and Assigns.** This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors, and assigns.

L. **Hours of Operation.** County shall have 24/7 access to its leased space. All common areas have a Monday-Friday 7 a.m. to 4:30 p.m. work schedule and will remain locked during other days and times.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the day and year first written above.

Dated this ____ day of September, 2016.

LANCASTER COUNTY

Roma Amundson, Chair
Board of Commissioners

CITY OF LINCOLN

Chris Beutler, Mayor